



## RENTAL AGREEMENT

### BURTONWOOD LODGING CO.

148 W. FAIR AVE.

LANCASTER, OH 43130

PHONE: 1-740-654-0032

EMAIL: [info@burtonwoodlodging.com](mailto:info@burtonwoodlodging.com)

WEB: [www.burtonwoodlodging.com](http://www.burtonwoodlodging.com)

Thank you for choosing Burtonwood Lodging Co. for your upcoming vacation. We know you have choices, and we appreciate the opportunity to serve you. While you are our guest If there is anything additionally, we can do or provide to make your stay more memorable, please call or email us to discuss.

For your protection and ours, we require that you sign and return this Rental Agreement, which is made between **Burtonwood Lodging Co.** (Owner/Agent) and (Renter). After reviewing, please sign & submit this Rental Agreement via DocuSign along with a copy of Renter's valid driver's license. **Please note this agreement and valid driver's license copy must be received prior to receiving any additional detailed information relative to your stay (i.e. driving instructions, cabin access, etc...).**

#### Minimum Age

Renter must be 25 years of age or older to rent a cabin (**30 years to rent Wildcat Lodge, Mount Olive or Rock Hollow Cabin**). As the responsible member of your group, Renter will be responsible for anything that occurs during the stay. **Renter must be present at Check-in and throughout the duration of the rental period.**

#### Reservation Payments

- Any reservation made 31 days or more in advance of your scheduled arrival (**61 days or more for Wildcat Lodge & Mount Olive**) requires 50% of the total charge be paid at the time of reservation. The remaining balance will be automatically charged to Renter's credit card on file 30 days prior to your scheduled arrival (**60 days for Wildcat Lodge & Mount Olive**).
- Any reservation made within 30 days of your scheduled arrival (**60 days for Wildcat Lodge & Mount Olive**) requires 100% of the total charge be paid at the time of reservation.
- A 7.25% sales tax and a 6% lodging tax are added to the stated nightly rates. These rates are subject to change without notice.

#### Payment Methods

- For your convenience, we accept Visa, MasterCard & Discover credit cards only.
- We **do not** accept American Express, debit cards, or personal checks.
- Certified checks and/or money orders will be accepted if reservation is made more than 30 days (**60 days for our Wildcat Lodge & Mount Olive**) in advance of scheduled arrival date; however, a credit card must be provided for security deposit. (Please call for arrangements).

### Refunds/Cancellations

- Our cancellation policy is strictly adhered to – no exceptions.
- Cancellations initiated more than 30 days **(60 days for Wildcat Lodge & Mount Olive)** in advance of your scheduled arrival will receive a full refund less a \$150 cancellation fee.
- Cancellations initiated within 30 days **(60 days for Wildcat Lodge & Mount Olive)** of your scheduled arrival will receive no refund unless a new reservation takes the place of the cancelled dates. Any refund received will be equal to the new rental secured or a full refund, whichever is less, plus a \$150 cancellation fee.
- No refunds or credits for late arrivals or early departures.
- No cancellations or refunds due to inclement weather.
- No refund will be given for all or part of your party not showing up for your reservation.
- Any change(s) made to reservations (not including dates) after processing is subject to a \$50 processing fee.
- Any change(s) made to reservation dates after processing is subject to the cancellation policy.

### Security Deposit

Renter agrees to provide a refundable security deposit in the amount of \$500 **(\$1,000 for Wildcat Lodge & Mount Olive)**. Unless other acceptable arrangements are made or are required, the security deposit will be in the form of an authorization “hold” against Renter’s credit card on file and will be placed against Renter’s credit card on file on the scheduled day of your arrival. **Please note that for security reasons your credit card information is encrypted and stored with our third-party credit card processor. Depending on how your reservation was processed you may be asked to provide your credit card information again for purposes of placing this authorization “hold.” If required, (for additional security measures) you will receive an email asking you to call to provide this information versus sending through the Internet.**

The security deposit is used to guarantee the return of the premises to Owner/Agent in similar condition as received **(see Damages/Excessive Cleaning below)**. Charges may include, but are not limited to excess cleaning, repairing and/or replacing missing or broken items, damage to any interior or exterior furnishings, amenities, or natural surroundings.

Unless charges are required for damages or other breaches of any terms contained within this Agreement, the security deposit is 100% refundable and will be released or returned within 7 days of check-out after Owner/Agent or its representative has verified the condition of the property.

In the event charges are required for damages or other breaches of any terms contained within this Agreement, Renter’s credit card on file will be charged within 30 days of departure and an itemized list of charges will be emailed to Renter at the time of processing. Owner/Agent reserves all right to pursue all legal remedies for all damages occurring during rental period, including those damages that may exceed the security deposit.

### Damages/Excessive Cleaning

Renter assumes all financial responsibility for any/all damages that occur at or on the property as a result of Renter’s and Renter’s invitees’ and guests’ stay. Each cabin is thoroughly inspected for damages after each rental. If Renter notices any damages at check-in, Renter must contact Owner/Agent immediately. **Renter will be charged for any loss or damage to any structure, fixtures, furniture, appliances, furnishings, or equipment.**

Charges will be equal to either the repair or replacement cost. Renter agrees that the security deposit, or credit card submitted for payment or held on file for deposit shall be charged to cover any such damage, and **Renter expressly authorizes Owner/Agent to offset Renter's deposit or to charge Renter's credit card on file for any such damage.** An itemized list of any damages, as well as the repair or replacement cost for each item will be e-mailed to Renter at the time of processing the payment.

Renter is responsible for returning the property to Owner/Agent in similar condition as received. Each cabin has specific Check Out Procedures conspicuously posted inside the front entrance that Renter is responsible for and expressly agrees to follow. **Failure to follow any part or all of Check Out Procedures will result in additional charges.** Additionally, Renter shall be charged for any excessive cleaning that is required following check-out as a result of Renter's stay. Excessive cleaning includes, but is not limited to discarding of excess trash/cigarette butts, fumigation, excessive cleaning of appliances, dishes, flooring, bathrooms, soiled or stained linens, and items requiring professional cleaning (i.e. carpet stains, fabrics, etc...).

### **Liability**

Renter agrees to assume any and all liability for any accident, injury or damage to persons or property (including those of Renter's invitees and guests) occurring during the rental period, and agrees to save and hold harmless and indemnify Owner/Agent and property owner from any and all claims of damages, bodily injury, harm or death, personal property loss and damage, and under any theory of liability occurring during or resulting from Renter's or Renter's invitees and guests' use of any/all facilities provided in or on the premises. Renter further agrees to be held liable for the actions of all Renter's invitees and guests on the property at all times during the rental period. Owner/Agent and property owner specifically disclaims any and all liability, and Renter expressly waives and releases Owner/Agent and property owner of and from any and all claims for damages under any theory of liability.

### **Furniture & Fixtures**

Renter agrees not to move any furniture or fixtures from its location. Renter also agrees not to disconnect or reconfigure any electronics including TV's, DVD players, sound systems, etc... **Any violation of this policy without prior Owner/Agent authorization will result in a \$100 fine + damages that Renter acknowledges and agrees may be assessed against Renter's security deposit or against Renter's credit card on file.**

### **Check-In**

Check-in time is at or after 4:00 p.m. directly at the cabin. Unfortunately, we are unable to accommodate early arrivals. Check-In procedures will be emailed to Renter prior to Renter's arrival date. No refunds will be provided for failing to follow check-in procedures. **Unauthorized early check-ins will be charged \$100 per each and any portion of an hour.**

### **Check-Out**

Check-out time is strictly at 11:00 a.m. – no exceptions. We need time to prepare the cabin for our next guest. **Without prior Owner/Agent authorization, a \$100/hour fee will be charged for Renter or Renter's invitees and guests not vacating by the check-out time.**

### **Occupancy**

All persons, including children, count toward the maximum number of guests at any given cabin. Please adhere to your reservation.

### **Paid and Registered Guests Only**

**No visitors** are allowed on the premises at any time during Renter's stay without prior authorization from Owner/Agent. Every reservation has a maximum number of registered guests permitted. **Each additional unregistered or unauthorized guest or visitor will be charged \$100 plus tax for each and every day of Renter's reservation, regardless of length of time unregistered or unauthorized guest(s) or visitor(s) is actually at the property.** Additionally, Renter may be asked to leave with no refund. Please note, all of our cabins are equipped with exterior video cameras monitoring our driveways. These cameras can be used to obtain a head count.

### **Pets**

No pets are permitted on the premises at any time. **Any violation will result in a \$500 charge + damages** per pet and you may be asked to leave the premises without a refund.

### **Smoking**

No smoking (of any type) is permitted inside of any cabin. Please respect your surroundings and do not litter or throw cigarette butts on the ground. **If it is determined that smoking has occurred inside of a cabin, there will be a \$500 charge + damages – no exception.**

### **Weapons, Hunting, Fireworks, ATV's**

No weapons of any type, hunting, fireworks, or ATV's (off of a trailer) are permitted on the premises at any time during Renter's stay.

### **Bugs**

Our cabins are sprayed regularly both inside and out for insects/bugs. Although we make every effort to contain such insects you may on occasion find some that make their way inside. Please maintain perspective and remember that you are in a heavily wooded area that is the natural habitat of all sorts of animals and insects. No refunds will be issued for insects/bugs found inside Renter's cabin.

### **Fireplaces**

To reduce energy consumption Renter acknowledges that indoor gas fireplaces are not operational between June 1<sup>st</sup> – September 1<sup>st</sup>.

If your cabin comes with an exterior wood burning fireplace specific instructions will be posted at the cabin regarding its use. Please note that absolutely no fire accelerant or wet or sappy wood should be used as this can create a fire hazard.

### **Fire Rings**

Designated outdoor fire rings are located at each of our cabins. **Fires are only permitted at these locations and must be contained within the fire ring.** If you did not purchase firewood with your reservation, firewood may be purchased at most local vendors or through us directly (subject to availability). Fallen dead limbs may be used from the property; however, cutting down any limbs (dead or alive) is strictly prohibited. Please make sure any fallen limb taken from the property is dry (not green). Renter will be charged accordingly for disturbing any of the natural surroundings. *Please help prevent the spread of the Emerald Ash Borer and other pests by not bringing firewood from outside of the Hocking Hills area.*

### **Hot Tubs**

Hot tubs are serviced prior to Renter's arrival and for reservations extending more than 3 days will be maintained on the 4<sup>th</sup> rental day and every other day thereafter. Each cabin has Hot Tub rules, procedures, and precautions that must be strictly followed to ensure Renter's safety, as well as, useful enjoyment during your stay. A posting is placed at each cabin regarding Renter's use of the Hot Tub. Every effort is made to ensure the Hot Tub is ready to go prior to Renter's arrival. On occasion the Hot Tub may not be ready upon Renter's arrival due to cleaning/regular maintenance, which may result in

water not being warm enough for use until later in the evening. **Hot Tubs left dirty or abused will be subject to a \$250 cleaning fee. Any damage to the Hot Tub Cover will result in a \$500 replacement fee.**

### **Amenities**

Owner/Agent is not responsible for mechanical failures of non-essential items, including but not limited to hot tubs, televisions, DVD players, music players, internet/telephone/cable access, dishwashers, washer/dryers, fireplaces, air conditioning or any other mechanical device that fails to operate during your stay. Owner/Agent will make every reasonable effort to repair any malfunctioning item during your stay; however, no refunds will be provided for any mechanical failure out of Owner/Agent's control.

### **Quiet Time**

We do not permit parties and/or loud music at our properties. Please respect-neighboring properties. All cabins have posted quiet hours from 10:00p.m. to 8:00a.m. If this policy is violated, you may be asked to leave without any refund.

### **Acts of Nature**

No refunds will be issued for any utility disruption including, but not limited to power outages, water outages, satellite and/or Internet outages, etc... These failures are beyond Owner/Agent's control and no refund will be given.

### **Lost Items**

Owner/Agent is not responsible for lost, stolen, or forgotten personal belongings. Please check your cabin thoroughly for any personal belongings when leaving. If you happen to leave something behind, please notify Owner/Agent and we will make all reasonable efforts to search for the item(s) and mail them to you at your expense.

### **Driving**

Please acknowledge that you are responsible for getting to/from your cabin. Our cabins are remotely located, and some are on long, winding, narrow roads. Most of our cabins have gravel driveways and some can be steep in spots. Although most cars should have no problem during most of the year, during winter months and/or inclement weather 4WD is highly recommended. Please be careful driving. Owner/Agent shall not be held responsible for any accident and/or getting stuck for any reason at any time. If a tow is required, it will be at your expense – no exceptions.

### **Cell Phone**

Cell phone reception is very spotty at most locations. There is a landline telephone at all of our cabins with the exception of Mount Olive, where local and long-distance calls within the continental United States are permitted at no additional charge. Any unforeseen additional charge by the telephone company resulting from your stay will be charged directly to you.

### **Security Cameras**

Renter acknowledges that security cameras are used at our cabins to ensure the security of the premises from theft, unauthorized access, or damage to the property. All security cameras are strategically positioned so as to not interfere with the peaceful possession of our guests or their privacy.

